

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hershey Entertainment & Resorts Company		12/16/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MSH South Inc.		
Street Address:	103 Foulk Road, Suite 202		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19803		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3005094	STORM RUNNER	
Registration Number:	3014047	VERTICAL HORSEPOWER	
CORRESPONDENCE DATA			
Fax Number:	(717)534-8991		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	717 534-3392		
Email:	fmiles@HersheyPa.com		
Correspondent Name:	Franklin A. Miles, Jr.		
Address Line 1:	27 West Chocolate Avenue		
Address Line 4:	Hershey, PENNSYLVANIA 17033		
NAME OF SUBMITTER:	Edna L. Jenkins		
Signature:	/Edna L. Jenkins/		
Date:	01/20/2006		

CH 3005094 \$65.00

Total Attachments: 2

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TRADEMARK ASSIGNMENT AND AGREEMENT

This Trademark assignment, effective as of the 16th day of December, 2005, is made by and between HERSHEY ENTERTAINMENT & RESORTS COMPANY ("HE&R"), a Pennsylvania corporation with its principal place of business at 300 Park Boulevard, Hershey, Pennsylvania 17033, and MSH South Inc. ("MSH"), a Delaware corporation with its principal place of business at 103 Foulk Road, Suite 202, Wilmington, Delaware 19803.

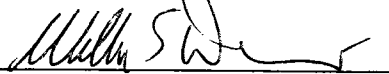
HE&R is the owner of the trademarks, trademark applications and trademark registrations listed on Schedule "A" attached hereto (collectively, the "Marks"); and

HE&R has elected to transfer all of its right, title and interest in and to the Marks to MSH.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, including MSH's agreement to enter into the License Agreement Amendment attached hereto as Schedule "B" contemporaneously with the execution of this Trademark Assignment and Agreement, thereby granting HE&R an exclusive license to use the Marks, and intending to be legally bound hereby, HE&R hereby assigns and transfers unto MSH the entire right, title and interest in and to the Marks, including any and all rights in the trade dress and packaging designs related thereto, and any and all other rights which HE&R may have acquired with respect thereto pursuant to common law or any other law or regulation or practice, including but not limited to all claims for damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, together with the good will of the business symbolized thereby.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment and Agreement to be duly executed and made effective as of the day and year first written above.

HERSHEY ENTERTAINMENT &
RESORTS COMPANY

By: 
William E. Davies
Treasurer

MSH SOUTH INC.

By: 
Robert C. Campbell
Chief Operating Officer

SCHEDULE A- TRADEMARKS

STORM RUNNER (and design)

U.S. Reg. No.: 3,005,094



VERTICAL HORSEPOWER

U.S. Reg. No.: 3,014,047